

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

JASON GOLDMAN; JEFFREY WEAVER;
BILLIE JO WHITE; NANCY
ALEXANDER; BRANDON WATTERS;
PRISCILLA PARKER and PATRICK
PARKER; BARRY AMAR-HOOVER;
JOSHUA KABISCH; MEGHAN CHERRY;
SELENA VINCIN; and MAYA HAYNES,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

REALPAGE, INC.; THOMA BRAVO
FUND XIII, L.P.; THOMA BRAVO FUND
XIV, L.P.; THOMA BRAVO L.P.;
APARTMENT INCOME REIT CORP., d/b/a
AIR COMMUNITIES; ALLIED ORION
GROUP, LLC; APARTMENT
MANAGEMENT CONSULTANTS, LLC;
AVENUES RESIDENTIAL, LLC; BELL
PARTNERS, INC.; BH MANAGEMENT
SERVICES, LLC; BOZZUTO
MANAGEMENT COMPANY;
BROOKFIELD PROPERTIES
MULTIFAMILY LLC; CAMDEN
PROPERTY TRUST; CH REAL ESTATE
SERVICES, LLC; CONAM
MANAGEMENT CORPORATION; CONTI
TEXAS ORGANIZATION, INC. D/B/A
CONTI CAPITAL; CORTLAND
MANAGEMENT, LLC; CWS
APARTMENT HOMES LLC; DAYRISE
RESIDENTIAL, LLC; ECI GROUP, INC.;
EQUITY RESIDENTIAL; ESSEX
PROPERTY TRUST, INC.; FIRST
COMMUNITIES MANAGEMENT, INC.;
FPI MANAGEMENT, INC.; GREYSTAR
MANAGEMENT SERVICES, LLC;

Case No. **3:23-md-03071**

MDL No. 3071

Chief Judge Waverly D. Crenshaw, Jr.

This Document Relates to:

3:23-cv-00979

3:23-cv-00742

3:23-cv-00413

3:23-cv-00412

3:23-cv-00378

3:23-cv-00391

3:23-cv-00380

3:23-cv-00326

HIGHMARK RESIDENTIAL, LLC;
INDEPENDENCE REALTY TRUST, INC.;
KAIROI MANAGEMENT, LLC;
KNIGHTVEST RESIDENTIAL;
LANTOWER LUXURY LIVING, LLC;
LINCOLN PROPERTY COMPANY;
MID-AMERICA COMMUNITIES, INC.;
MID-AMERICA APARTMENTS, L.P.;
MISSION ROCK RESIDENTIAL, LLC;
MORGAN PROPERTIES MANAGEMENT
COMPANY, LLC; PINNACLE PROPERTY
MANAGEMENT SERVICES, LLC;
PROMETHEUS REAL ESTATE GROUP,
INC.; THE RELATED COMPANIES, L.P.;
RELATED MANAGEMENT COMPANY
L.P.; ROSE ASSOCIATES, INC.; RPM
LIVING, LLC; SARES REGIS GROUP
COMMERCIAL, INC.; SECURITY
PROPERTIES RESIDENTIAL, LLC;
SHERMAN ASSOCIATES, INC.; SIMPSON
PROPERTY GROUP, LLC; THRIVE
COMMUNITIES MANAGEMENT, LLC;
CROW HOLDINGS, LP; TRAMMELL
CROW RESIDENTIAL COMPANY; UDR,
INC.; WINDSOR PROPERTY
MANAGEMENT COMPANY;
WINNCOMPANIES LLC;
WINNRESIDENTIAL MANAGER CORP.;
AND ZRS MANAGEMENT, LLC.

Defendants.

**WINNCOMPANIES, LLC AND WINNRESIDENTIAL MANAGER CORP.'S
ANSWER TO SECOND AMENDED CONSOLIDATED CLASS ACTION COMPLAINT**

Defendants WinnCompanies, LLC and WinnResidential, LLC (collectively “Winn”) by and through counsel, submit this Answer to the Second Amended Consolidated Class Action Complaint.

I. INTRODUCTION

1. Denied.

2. Denied.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Winn has insufficient information to admit or deny the allegations contained in this paragraph. Winn states, however, that regardless of what other entities may or may not have stated, Winn did not use RealPage software in the manner described or for the purposes claimed in this paragraph.

8. Denied.

II. BACKGROUND

9. Denied.

10. This paragraph is not addressed to Winn and Winn has insufficient information to admit or deny the allegations contained in this paragraph. To the extent that this paragraph could be read to be addressed to Winn, Winn denies the allegations contained therein.

11. Denied.

12. Denied.

13. Denied.

14. This paragraph is not addressed to Winn and Winn has insufficient information to admit or deny the allegations contained in this paragraph. To the extent that this paragraph could be read to be addressed to Winn, Winn denies the allegations contained therein.

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22. Denied. In further answering, it is impossible to tell from Plaintiffs' chart which lines actually correspond to which Defendants. Additionally, given that Plaintiffs purport to

include average rents for Winn in locations in which Winn does not actually use any RMS product, the chart proves, if anything, the opposite of that which Plaintiffs claim it proves.

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30. Denied.

31. Denied.

32. Denied.

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34. Denied.

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39. Denied.

40. This paragraph is not addressed to Winn and Winn has insufficient information to admit or deny the allegations contained in this paragraph. To the extent that this paragraph could be read to be addressed to Winn, Winn denies the allegations contained therein.

41. Winn has insufficient information to admit or deny the allegations contained in this paragraph.

42. Winn has insufficient information to admit or deny the allegations contained in this paragraph.

43. Denied.

II. JURISDICTION AND VENUE

44. This paragraph contains a conclusion of law for which no response is required. To the extent that a response is required, Winn denies the allegations of this paragraph.

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49. Denied.

III. THE PARTIES

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188. Winn has insufficient information to admit or deny the allegations contained in this paragraph.

189. Winn admits that WinnComapnies, LLC and WinnResidential Manager Corp. are owners and/or managers of various properties; are part of a family of companies headquartered in Boston, Massachusetts; and are incorporated under the laws of Massachusetts. Winn admits that it owns or manages properties in the following regional submarkets: New York; Houston, TX, Los Angeles, CA; Pittsburgh, PA; Philadelphia, PA; Phoenix, AZ; San Diego, CA; San Jose, CA; Buffalo, NY; Riverside, CA; Sacramento, CA; and San Antonio, TX. Winn denies that it owns or manages properties in the following submarkets: Miami, FL; Tampa, FL; and Tucson, AZ. In further answering, Winn states that it does not use LRO or any other RealPage Revenue Management Software in any of the following submarkets: Miami, FL; Los Angeles, CA; Pittsburgh, PA; Philadelphia, PA; Phoenix, AZ; San Diego, CA; San Jose, CA; Tampa, FL; Tucson, AZ; Buffalo, NY; Riverside, CA; or San Antonio, TX. To the extent not otherwise admitted, Winn denies the allegations of this paragraph.

190. Denied.

191. Denied.

192. Winn has insufficient information to admit or deny the allegations contained in this paragraph.

193. Winn has insufficient information to admit or deny the allegations contained in this paragraph.

194. Winn has insufficient information to admit or deny the allegations contained in this paragraph.

195. Denied.

196. This paragraph is definitional in nature and does not require a response. To the extent that a response is required, Winn states that it has insufficient information to admit or deny the allegations contained in this paragraph.

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200. Denied.

201. Winn states that it has insufficient information to admit or deny the allegations contained in this paragraph.

IV. FACTUAL ALLEGATIONS

202. This paragraph contains wide-ranging blanket statements concerning the motivations of literally thousands of entities around the country and is, therefore, incapable of being admitted or denied. To the extent that a response is required, Winn denies the allegations of this paragraph.

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205. Denied.

206. Denied.

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212. Denied.

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285. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

286. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

287. Denied.

288. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

289. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

290. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

291. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

292. Denied.

293. Denied.

294. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

295. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

296. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

297. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

298. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

299. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

300. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

301. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

302. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

303. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

304. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

305. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

306. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

307. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

308. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

309. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

310. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

311. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

312. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

313. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

314. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

315. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

316. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

317. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

318. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

319. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

320. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

321. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

322. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

323. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

324. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

325. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

326. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

327. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

328. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

329. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

330. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

331. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

332. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

333. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

334. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

335. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

336. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

337. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

338. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

339. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

340. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

341. Winn admits that it owns and/or manages properties located within the “Boston submarket” as that term is defined in the Second Amended Complaint. Winn denies all other aspects of this paragraph including the information included in Figure 13 and Plaintiffs’ suggestions as to what Figure 13 might indicate.

342. Winn admits that it owns and/or manages properties located within the “Dallas submarket” as that term is defined in the Second Amended Complaint. Winn denies all other aspects of this paragraph including the information included in Figure 14 and Plaintiffs’ suggestions as to what Figure 14 might indicate.

343. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

344. Winn admits that it owns and/or manages properties located within the “District of Columbia submarket” as that term is defined in the Second Amended Complaint. Winn denies all other aspects of this paragraph including the information included in Figure 16 and Plaintiffs’ suggestions as to what Figure 16 might indicate.

345. Denied. In further answering, Winn states that it does not own or manage properties within the Miami submarket, nor does it use any RealPage product within the Miami submarket.

346. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

347. Winn admits that it owns and/or manages properties located within the New York MSA as that term is defined in the Second Amended Complaint. Winn denies all other aspects of this paragraph including the information included in Figure 19 and Plaintiffs’ suggestions as to what Figure 19 might indicate.

348. Denied. In further answering, Winn states that it is impossible to tell which line purports to represent which Defendant in Figures 20-28. In further answering, Winn states that it does not own or operate property or use any RealPage product in the Miami submarket.

349. Denied.

350. Denied.

351. This paragraph is definitional in nature and does not require a response. To the extent a response is deemed necessary, Winn denies the allegations in this paragraph.

352. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

353. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

354. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

355. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

356. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

357. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

358. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

359. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

360. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

361. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

362. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

363. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

364. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

365. Denied.

366. Denied.

367. Denied.

368. Denied.

369. Denied.

370. Denied.

371. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

372. Denied.

373. Denied.

374. Denied.

375. Denied.

376. Denied.

377. Denied.

378. Denied.

379. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

380. Denied.

381. Denied.

382. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

383. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

384. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

385. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

386. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

387. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

388. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

389. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

390. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

391. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

392. Denied.

393. This paragraph contains a statement of law for which no response is required. To the extent that a response is required, Winn denies the allegations of this paragraph.

394. This paragraph contains a statement of law for which no response is required. To the extent that a response is required, Winn denies the allegations of this paragraph.

395. Denied.

396. Denied.

397. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

398. This paragraph contains a statement of law for which no response is required. To the extent that a response is required, Winn denies the allegations of this paragraph.

399. This paragraph contains a statement of law for which no response is required. To the extent that a response is required, Winn denies the allegations of this paragraph.

400. Denied.

401. Denied.

402. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

403. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

404. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

405. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

406. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

407. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

408. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

409. Denied.

410. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

411. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

412. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

413. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

414. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

415. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

416. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

417. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

418. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

419. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

420. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

421. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

422. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

423. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

424. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

425. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

426. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

427. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

428. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

429. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

430. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

431. Winn admits that it owns and/or manages properties within the Baltimore submarket. Winn has insufficient information to admit or deny the remaining allegations contained in this paragraph.

432. Denied.

433. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

434. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

435. Winn admits that the Plaintiffs have defined the Boston submarket in this manner and deny that defining the Boston submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

436. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

437. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

438. Winn admits that it owns and/or manages properties within the Boston submarket as that is defined in the Complaint.

439. Denied.

440. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

441. The majority of this paragraph is not addressed to Winn and Winn has insufficient information to admit or deny those allegations contained in this paragraph. To the extent that this paragraph is directed at Winn, Winn denies the allegations contained therein.

442. Winn admits that the Plaintiffs have defined the Charlotte submarket in this manner and deny that defining the Charlotte submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

443. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

444. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

445. Winn admits that it owns or manages property within the Charlotte submarket, as defined in the Complaint.

446. Denied.

447. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

448. Winn admits that the Plaintiffs have defined the Chicago submarket in this manner and deny that defining the Chicago submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

449. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

450. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

451. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

452. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

453. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

454. Winn admits that the Plaintiffs have defined the Dallas submarket in this manner and deny that defining the Dallas submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

455. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

456. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

457. Winn admits that it owns or manages property within the Dallas submarket, as defined in the Complaint.

458. Denied.

459. Winn admits that it owns or manages property within the Dallas submarket, as defined in the Complaint.

460. Winn admits that the Plaintiffs have defined the Denver submarket in this manner and deny that defining the Denver submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

461. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

462. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

463. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

464. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

465. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

466. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

467. Winn admits that the Plaintiffs have defined the Detroit submarket in this manner and deny that defining the Detroit submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

468. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

469. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

470. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

471. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

472. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

473. Winn admits that the Plaintiffs have defined the Houston submarket in this manner and deny that defining the Houston submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

474. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

475. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

476. Winn admits that it owns or operates property within the Houston submarket as defined in the Complaint.

477. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

478. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

479. Winn admits that the Plaintiffs have defined the Houston submarket in this manner and deny that defining the Houston submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

480. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

481. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

482. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

483. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

484. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

485. Winn admits that the Plaintiffs have defined the Las Vegas submarket in this manner and deny that defining the Las Vegas submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

486. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

487. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

488. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

489. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

490. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

491. Winn admits that the Plaintiffs have defined the Los Angeles submarket in this manner and deny that defining the Los Angeles submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

492. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

493. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

494. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

495. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

496. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

497. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

498. Winn admits that the Plaintiffs have defined the Memphis submarket in this manner and deny that defining the Memphis submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

499. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

500. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

501. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

502. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

503. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

504. Winn admits that the Plaintiffs have defined the Miami submarket in this manner and deny that defining the Miami submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

505. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

506. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

507. Denied. In further answering, Winn states that it does not own or operate property within the Miami submarket, nor does it use RealPage RMS within the Miami submarket.

508. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

509. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

510. Winn admits that the Plaintiffs have defined the Milwaukee submarket in this manner and deny that defining the Milwaukee submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

511. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

512. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

513. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

514. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

515. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

516. Winn admits that the Plaintiffs have defined the Minneapolis submarket in this manner and deny that defining the Minneapolis submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

517. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

518. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

519. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

520. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

521. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

522. Winn admits that the Plaintiffs have defined the New York submarket in this manner and deny that defining the New York submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

523. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

524. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

525. Winn admits that it owns or operates property within the New York submarket as defined within the Complaint.

526. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

527. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

528. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

529. Winn admits that the Plaintiffs have defined the Orlando submarket in this manner and deny that defining the Orlando submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

530. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

531. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

532. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

533. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

534. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

535. Winn admits that the Plaintiffs have defined the Philadelphia submarket in this manner and deny that defining the Philadelphia submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

536. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

537. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

538. Denied. In further answering, Winn states that, although it does own or operate property within the Philadelphia submarket, it does not use RealPage RMS to do so.

539. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

540. Winn admits that the Plaintiffs have defined the Phoenix submarket in this manner and deny that defining the Phoenix submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

541. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

542. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

543. Winn admits that it owns or manages property in the Phoenix submarket as defined in the Complaint. Winn denies, however, that it uses a RealPage RMS in the Phoenix submarket.

544. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

545. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

546. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

547. Winn admits that the Plaintiffs have defined the Pittsburgh submarket in this manner and deny that defining the Phoenix submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

548. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

549. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

550. Winn admits that it owns or manages property in the Pittsburgh submarket as defined in the Complaint. Winn denies, however, that it uses a RealPage RMS in the Pittsburgh submarket.

551. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

552. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

553. Winn admits that the Plaintiffs have defined the Portland, OR submarket in this manner and deny that defining the Portland submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

554. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

555. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

556. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

557. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

558. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

559. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

560. Winn admits that the Plaintiffs have defined the San Diego submarket in this manner and deny that defining the San Diego submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

561. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

562. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

563. Winn admits that it owns or manages property in the San Diego submarket as defined in the Complaint. Winn denies, however, that it uses a RealPage RMS in the San Diego submarket.

564. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

565. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

566. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

567. Winn admits that the Plaintiffs have defined the San Francisco submarket in this manner and deny that defining the San Francisco submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

568. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

569. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

570. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

571. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

572. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

573. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

574. Winn admits that the Plaintiffs have defined the San Jose submarket in this manner and deny that defining the San Jose submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

575. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

576. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

577. Winn admits that it owns or manages property in the San Jose submarket as defined in the Complaint. Winn denies, however, that it uses a RealPage RMS in the San Jose submarket.

578. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

579. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

580. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

581. Winn admits that the Plaintiffs have defined the Seattle submarket in this manner and deny that defining the San Francisco submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

582. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

583. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

584. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

585. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

586. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

587. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

588. Winn admits that the Plaintiffs have defined the St. Louis, MO-IL submarket in this manner and deny that defining the St. Louis submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

589. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

590. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

591. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

592. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

593. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

594. Winn admits that the Plaintiffs have defined the Tampa submarket in this manner and deny that defining the Tampa submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

595. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

596. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

597. Denied. In further answering, Winn states that it does not own or manage property in the Tampa submarket and does not use a RealPage RMS in the Tampa submarket.

598. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

599. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

600. Winn admits that the Plaintiffs have defined the Tuscon submarket in this manner and deny that defining the Tuscon submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

601. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

602. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

603. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

604. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

605. Winn admits that the Plaintiffs have defined the Washington, DC submarket in this manner and deny that defining the Washington, DC submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

606. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

607. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

608. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

609. Winn admits that it owns and/or manages property within the Washington, DC submarket as defined in the Complaint.

610. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

611. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

612. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

613. Winn admits that the Plaintiffs have defined the Wilmington submarket in this manner and deny that defining the Wilmington submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

614. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

615. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

616. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

617. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

618. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

619. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

620. Winn admits that the Plaintiffs have defined the Wilmington submarket in this manner and deny that defining the Wilmington submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

621. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

622. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

623. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

624. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

625. Winn admits that the Plaintiffs have defined the Buffalo submarket in this manner and deny that defining the Buffalo submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

626. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

627. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

628. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

629. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

630. Winn admits that the Plaintiffs have defined the Cincinnati submarket in this manner and deny that defining the Cincinnati submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

631. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

632. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

633. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

634. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

635. Winn admits that the Plaintiffs have defined the Cleveland submarket in this manner and deny that defining the Cleveland submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

636. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

637. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

638. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

639. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

640. Winn admits that the Plaintiffs have defined the Columbus submarket in this manner and deny that defining the Columbus submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

641. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

642. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

643. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

644. Winn admits that the Plaintiffs have defined the Hartford submarket in this manner and deny that defining the Hartford submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

645. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

646. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

647. Winn admits that it owns and/or manages property in the Hartford submarket as this is defined in the Complaint.

648. Denied.

649. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

650. Winn admits that the Plaintiffs have defined the Riverside submarket in this manner and deny that defining the Riverside submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

651. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

652. Winn admits that it owns or manages property in the Riverside submarket. Winn denies, however, that it uses RealPage RMS in the Riverside submarket.

653. Denied.

654. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

655. Winn admits that the Plaintiffs have defined the Sacramento submarket in this manner and deny that defining the Sacramento submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

656. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

657. Winn admits that it owns or manages property in the Sacramento submarket.

658. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

659. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

660. Winn admits that the Plaintiffs have defined the Salt Lake City submarket in this manner and deny that defining the Salt Lake City submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

661. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

662. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

663. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

664. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

665. Winn admits that the Plaintiffs have defined the San Antonio-New Braunfels submarket in this manner and deny that defining the San Antonio-New Braunfels submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

666. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

667. Winn denies that it owns or manages property in the San Antonio-New Braunfels submarket and denies that it uses a RealPage RMS in the San Antonio-New Braunfels submarket.

668. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

669. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

670. Winn admits that the Plaintiffs have defined the San Juan submarket in this manner and deny that defining the San Juan submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

671. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

672. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

673. Winn admits that the Plaintiffs have defined the Virginia Beach submarket in this manner and deny that defining the Virginia Beach submarket in this manner is in any way relevant to the needs of individual renters in the so-called submarket.

674. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

675. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

676. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

677. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

678. Winn has insufficient information to admit or deny those allegations contained in this paragraph.

679. This paragraph contains a statement of expectations which requires no response. To the extent a response is required, Winn denies the allegations of this paragraph.

680. Denied.

681. This paragraph states a conclusion of law and statement of intent for which no response is required. To the extent a response is required, Winn denies the allegations of this paragraph.

682. This paragraph states a conclusion of law and statements for which no response is required. To the extent a response is required, Winn denies the allegations of this paragraph.

683. This paragraph states a conclusion of law for which no response is required. To the extent a response is required, Winn denies the allegations of this paragraph.

684. Denied.

685. Denied.

686. Denied.

687. This paragraph contains a statement for which no response is required. To the extent a response is required, Winn states that it is without information to admit or deny the statements in this paragraph.

688. Denied.

689. Denied.

690. This paragraph contains a statement concerning Plaintiffs' knowledge, which requires no response. To the extent that a response is required, Winn denies the allegations of this paragraph.

VIII. ANTITRUST INJURY

691. Denied.

692. Denied.

693. Denied.

IX. CONTINUING VIOLATION

694. Denied.

695. This paragraph attempts to summarize the allegations of the complaint, which speaks for itself.

696. Denied.

697. Denied.

698. Denied.

699. Denied.

700. Denied.

X. CLAIMS FOR RELIEF

COUNT I

Price Fixing in Violation of Section 1 of the Sherman Act (15 U.S.C. § 1)

701. Winn reasserts and incorporates herein its answers to the allegations contained in the foregoing paragraphs.

702. Denied.

703. Denied.

704. Denied.

705. Denied.

706. Denied.

707. Denied.

COUNT II
Violation of State Antitrust Statutes
(On behalf of Plaintiffs and the Class)

708. Winn reasserts and incorporates herein its answers to the allegations contained in the foregoing paragraphs.

709. Denied.

710. Denied.

711. Denied.

712. Denied.

713. Denied.

714. Denied.

715. Denied.

716. Denied.

717. Denied.

718. Denied.

719. Denied.

720. Denied.

721. Denied.

722. Denied.

723. Denied.

724. Denied.

725. Denied.
726. Denied.
727. Denied.
728. Denied.
729. Denied.
730. Denied.
731. Denied.
732. Denied.
733. Denied.
734. Denied.
735. Denied.
736. Denied.
737. Denied.
738. Denied.
739. Denied.
740. Denied.
741. Denied.
742. Denied.
743. Denied.
744. Denied.
745. Denied.
746. Denied.
747. Denied.

748. Denied.

749. Denied.

750. Denied.

751. Denied.

752. Denied.

753. Denied.

754. Denied.

755. Denied.

756. Denied.

757. Denied.

XI. PRAYER FOR RELIEF

Winn denies that Plaintiffs are entitled to any relief, including the specific relief requested in Paragraphs A through E in the Complaint's Prayer for Relief.

Moreover, Winn prays that:

A. The Court deny Plaintiffs' class action certification;

B. Plaintiffs' Complaint against Winn be dismissed with prejudice in its entirety;

C. Winn be awarded its costs and attorneys' fees incurred herein to the extent provided by contract and/or applicable law; and

D. The Court award such other and further relief as this Court deems just and proper.

JURY TRIAL DEMANDED

Winn admits that Plaintiffs have sought a jury trial in this action. However, such a trial is unnecessary as Plaintiffs' claims should be rejected as a matter of law. In addition, Winn denies that Plaintiffs are entitled to a trial by jury to the extent a contractual agreement to arbitrate, to

waive a jury trial, or to waive a class action entered into by Plaintiffs or any purported class member precludes such trial by jury.

AFFIRMATIVE DEFENSES

Without assuming any burden that it would not otherwise bear, Winn asserts the following avoidances and defenses to Plaintiffs' claims. Nothing stated herein is intended or shall be construed as an admission that any particular issue or subject matter is relevant to the Plaintiffs' allegations

Federal Rule of Civil Procedure 8 sets forth the avoidances and defenses that must be affirmatively stated in a pleading. *See* Fed. R. Civ. P. 8(c) ("In responding to a pleading, a party must affirmatively state any avoidance or affirmative defense, including: [identified affirmative defenses].").

To the extent necessary, Winn's alleges Plaintiffs' claims are barred because the acts Plaintiffs allege Winn undertook in furtherance of the alleged conspiracy were in Winn's unilateral business interest. Winn reserves the right to assert additional avoidances and defenses as they become known during discovery and based on the record as it develops, up to and including the time of trial.

FIRST DEFENSE

(Failure To State A Claim)

1. Plaintiffs' claims are barred in whole or in part because Plaintiffs' Second Amended Consolidated Class Action Complaint fails to state facts upon which relief can be granted.

SECOND DEFENSE

(Statute of Limitations)

2. Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

3. To the extent Plaintiffs seek to bring claims outside the applicable statute of limitations, Plaintiffs' Complaint is time-barred.

4. To the extent that Plaintiffs' Complaint relies on information made public more than four years ago, Plaintiff's Complaint is time-barred.

THIRD DEFENSE

(No injury)

5. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have not suffered any injury in fact or any injury cognizable under the antitrust laws.

6. Plaintiffs' alleged harm lies in their speculation that many companies colluded seamlessly through a conspiracy, resulting in their harm. In essence, Plaintiffs complain about the impact of naturally unpredictable changes in the market conditions that exist in the global, national, and local economy.

7. To the extent that Plaintiffs maintain that they were injured by these events, such an injury is not cognizable under the antitrust laws.

FOURTH DEFENSE

(Failure To Mitigate)

8. Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to exercise reasonable care to mitigate any damages they may have suffered.

9. To the extent Plaintiffs believed that Winn agreed to use RealPage Revenue Management software and that such agreement had the effect of raising rental prices above competitive levels, Plaintiffs had an obligation to mitigate their damages by seeking other sources of supply, including from other property managers or owners. Plaintiffs' failure to exercise reasonable care to mitigate damages was the complete or partial cause of any damages Plaintiffs may have suffered.

FIFTH DEFENSE

(Lack of Proximate Cause & Intervening/Superseding Conduct)

10. Plaintiffs' claims are barred, in whole or in part, because any alleged injuries and damages either were not legally or proximately caused by any acts or omissions of Winn or were caused, if at all, solely and proximately by Plaintiffs' conduct or by the conduct of third parties including, without limitation, the prior, intervening, or superseding conduct of Plaintiffs or such third parties.

SIXTH DEFENSE

(Waiver)

11. Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

12. Plaintiffs' continued rental leases at what they now allege are prices above the competitive level manifest an intention to waive any right to bring this suit and are inconsistent with any other intention.

13. Plaintiffs, by their actions, accepted the benefits of an ongoing relationship with Defendants and relinquished their rights to bring suit.

SEVENTH DEFENSE

(Laches)

14. Plaintiffs' claims are barred by the equitable doctrine of laches.
15. Plaintiffs demonstrated an unreasonable lack of diligence in bringing their claims.
16. Plaintiffs' unreasonable lack of diligence in bringing their claims now bars them.

EIGHTH DEFENSE

(Consent)

17. Plaintiffs' claims are barred, in whole or in part, due to their ratification of, and consent to, the conduct of Winn.

18. Plaintiffs' Complaint demonstrates its long-standing ratification of and consent to the complained-of conduct.

19. Accordingly, because Plaintiffs have been aware for years of the very same conduct they now challenge—and because some of that conduct provided Plaintiffs a direct benefit—Plaintiffs' claims are barred by the doctrine of ratification.

NINTH DEFENSE

(*Noerr-Pennington* & Free Speech)

20. Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs seeks to impose liability on Winn based on the exercise of any person or entity's right to petition federal, state, and local governmental bodies, including through public statements, because such conduct was immune under the *Noerr-Pennington* doctrine and privileged under the First Amendment to the U.S. Constitution.

TENTH DEFENSE

(Arbitration Agreements, Class Action Waivers, or Other Contractual Terms)

21. Plaintiffs' claims are barred, in whole or in part, to the extent the rental lease agreements pursuant to which Plaintiffs' rented their apartments contain arbitration clauses, clauses providing a different forum for the resolution of their claims, or provisions waiving a Plaintiff's ability to bring a representative or class action claim.

ELEVENTH DEFENSE

(Right to Set Off Amounts Paid)

22. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying same, Plaintiffs' claims are barred, in whole or in part, by non-settling Defendants' right to set off any amounts paid to Plaintiffs by any Defendants who have settled, or do settle, Plaintiffs' claims against them in this action.

TWELFTH DEFENSE

(Contracts Without Any Purported Overcharge)

23. Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying same, Plaintiffs' claims are barred, in whole or in part, to the extent that Plaintiffs entered into contracts that do not include any purported overcharge.

THIRTEENTH DEFENSE

(Improper Damages)

24. Plaintiffs' claims are barred, in whole or in part, to the extent they seek improper multiple damage awards, and damage awards duplicative of those sought in other actions, in violation of the Due Process guarantees of the Fifth and Fourteenth Amendments of the United States Constitution and of the Eighth Amendment of the United States Constitution.

FOURTEENTH DEFENSE

(Acquiescence)

25. Plaintiffs' claims are barred, in whole or in part, by the Plaintiffs' knowing acquiescence to the restraints of trade alleged in the Complaint.

FIFTEENTH DEFENSE

(Damages Reduced by Plaintiffs' Conduct)

26. Upon information and belief, Plaintiffs' claims are barred, in whole or in part, by Defendants' right to set off any amount paid to Plaintiffs by damages attributable to Plaintiffs' conduct to the extent Plaintiffs unlawfully shared information found to be competitively sensitive regarding their rental lease agreements or potential alternative rental lease agreements.

SIXTEENTH DEFENSE

(Lack of Jurisdiction)

27. Some or all of Plaintiffs' state-law claims cannot be brought against Winn for a lack of jurisdiction. For instance, the laws of the states cited in Count II of the Complaint are not intended to, and do not, apply to conduct occurring outside of those states, and Plaintiffs' Complaint does not include any Plaintiff from the States of Alaska, Arizona, District of Columbia, Hawaii, Idaho, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Utah, Vermont, Virginia, West Virginia, Wisconsin, and Wyoming.

28. Many of the state laws allegedly giving rise to Plaintiffs' claims do not apply because the alleged conduct did not occur within or substantially affect the citizens or commerce of the respective states, or because Winn had no specific intent to impact the commerce of those

states. As a result, the application of those state laws to Winn's conduct would violate the Due Process Clauses and Commerce Clause of the U.S. Constitution, the principle of federalism, and the constitutions and laws of the respective states at issue.

29. To the extent that the Complaint seeks to assert claims or obtain relief on behalf of multifamily renters located outside of the jurisdictions governed by those laws, those claims are barred as improper assertions of extraterritorial jurisdiction and any effort to enforce those laws as to residents of other states would violate the Due Process Clause and the Commerce Clause of the U.S. Constitution and various state laws and constitutions.

SEVENTEENTH DEFENSE

(No Private Right of Action)

30. Some of Plaintiffs' state-law claims are barred, in whole or in part, to the extent Plaintiffs seek damages under state laws that do not permit recovery of damages by private plaintiffs.

EIGHTEENTH DEFENSE

(Failure to Comply with State Law Notice)

31. Plaintiffs' claims are barred, in whole or in part, to the extent that Plaintiffs failed to comply with the notice requirements under various state laws.

NINETEENTH DEFENSE

(Justified & Pro-Competitive Conduct)

32. Some or all of Plaintiffs' claims are barred because all of Winn's conduct challenged by Plaintiffs was lawful, fair, non-deceptive, expressly authorized by law, justified, and pro-competitive; it constituted a bona fide business practice consistent with industry practices and

was carried out in furtherance of legitimate business interests; and it was an essential part of Winn's lawful business operations.

TWENTIETH DEFENSE

(State Law Class Action Limitations)

33. Some or all of the respective state-law claims at issue cannot be, and were not intended to be, applied in the class-action context.

TWENTY-FIRST DEFENSE

(Improper Class Action)

This action may not be maintained as a class action pursuant to Federal Rules of Civil Procedure 23(a) or 23(b)(3) because, without waiving any other arguments, Plaintiffs have not defined a cognizable class or class period, common questions of law or fact common to members of the putative class do not predominate over any questions affecting only individual members, and a class action is not superior to other available methods for fairly and efficiently adjudicating this controversy.

TWENTY-SECOND DEFENSE

(Improper Class Representatives)

Plaintiffs' putative class should be stricken or dismissed because the Plaintiffs are not proper or adequate class representatives and their claims are not representative of the putative class.

TWENTY-THIRD DEFENSE

(Incorporating Other Defendants' Defenses)

34. Winn adopts and incorporates by reference any and all other defenses asserted by any other Defendant to the extent that the defense would apply to Winn.

TWENTY-SECOND DEFENSE

(Right to Assert Other Defenses)

35. Winn reserves the right to assert other defenses as this action proceeds up to and including the time of trial.

Respectfully submitted,
WinnCompanies, LLC and WinnResidential Manager Corp.

By its attorneys,

/s/ Evan Fray-Witzer
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Dated: February 5, 2023

CERTIFICATE OF SERVICE

I hereby certify that on February 5, 2024, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system.

DATED this 5th day of February, 2023.

/s/ Evan Fray-Witzer